

Board of Supervisor's Office

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CAPTION HEADING: RESOLUTION

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RESOLUTION #50-96

Resolution of Acceptance of the United States Forest Service (USFS) Forest Development Routes 212 and 212A (Heber Area) Road Easements on Behalf of the General Public.

District I
PERCY DEAL
P.O. Box 365
Oraibi, AZ 86039
Phone 524-4053

District II
JESSE THOMPSON
P.O. Box 504
Kykotsmobi, AZ 86039
Phone 657-3451

District III
MARLIN F. GILLESPIE
216 Encanto Drive
Holbrook, AZ 86025
Phone 524-3041

District IV
PETE SHUMWAY
P.O. Box 161
Taylor, AZ 85939
Phone 536-4060

District V
LARRY A. LAYTON
HC 62 Box 46188
Pinetop, AZ 85935
Phone 369-0712

NAVAJO COUNTY BOARD OF SUPERVISORS

Governmental Complex - NC #18
P.O. Box 668 - 100 E. Carter Drive
Holbrook, AZ 86025
PHONE (520) 524-4053 FAX (520) 524-4239

EDWARD J. KOURY
County Manager

JUDY JONES
Clerk of the Board

RESOLUTION NO. 50-96

RESOLUTION OF ACCEPTANCE OF THE UNITED STATES FOREST SERVICE (USFS) FOREST DEVELOPMENT ROUTES 212 AND 212A (HEBER AREA) ROAD EASEMENTS ON BEHALF OF THE GENERAL PUBLIC

WHEREAS, the citizens living in the Brookbank area, 8 miles west of Heber, have been working with the U. S. Forest Service to obtain public access into their area; and

WHEREAS, the U.S. Forest Service has provided a public road easement, as attached, for the access road into the Brookbank area; and

WHEREAS, acceptance by signing the easement document, on behalf of the public, by the Navajo County Board of Supervisors, will allow legal access for the general citizenry to use the road and allow the local citizens opportunity to develop their properties.

THEREFORE, BE IT RESOLVED, that the Navajo County Board of Supervisors does accept the USFS Road Easement for Forest Development Routes 212 and 212A on behalf of the general public so they can legally travel thereon.

BE IT FURTHER RESOLVED, that acceptance of such easement document does in no way obligate the expenditure of county funds for maintenance or improvement of these roads.

PASSED AND ADOPTED this 9th day of September, 1996.


Percy Deal, Chairman
Navajo County Board of Supervisors

Attest:


Judy Jones, Clerk of the Board

850 45' 325 R 15 E

875 350

R 16 E

900

1375

54





United States
Department of
Agriculture

Forest
Service

Apache-
Sitgreaves
NF's

P.O. Box 640
Springerville, AZ 85938

Reply to: 2720

Date: August 5, 1996

Navajo County Public Works
Attn: Chuck Williams, Public Works Director
P.O. Box 668, S. Highway 77
Holbrook, AZ 86025

Dear Mr. Williams:

Enclosed please find, the requested easement for the Brookbank property, i.e., Forest Development Road 212 and 212A.

If you have any questions please contact Jim Muth at 520-333-4301.

Robert J. Leaverton
For JOHN C. BEDELL
Forest Supervisor

Enclosures

JMuth:lls

NAVAJO COUNTY. JAY TURLEY - COUNTY RECORDER BY: BOARD OF SUPERVISORS
DATE: 09/10/1996 TIME: 9:40 PAGE #: 0004 OF 0011 FEE #: 1996 17570



Caring for the Land and Serving People

PUBLIC ROAD EASEMENT
FDR 212 & 212A

THIS EASEMENT, dated this 5 day of August, 1996, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Navajo County Board of Supervisor's hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Navajo, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land being 100 feet in width, hereinafter defined as the right-of-way over and across the following described lands in the County of Navajo, State of Arizona:

As described on Exhibit "A", attached hereto and made a part hereof.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. The design and construction of the highway project situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor.
4. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
5. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
6. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

7. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
8. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:
 - (a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
 - (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Regional Forester, R-3, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor Apache-Sitgreaves National Forests, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), and the delegation of authority by the Regional Forester, Southwestern Region, to the Forest Supervisors, dated October 5, 1992 (57 FR 52756-52757), on the day and year first above written.

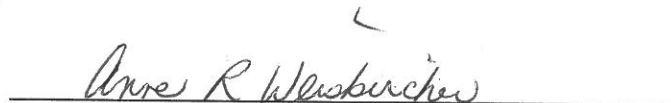
UNITED STATES OF AMERICA



JOHN C. BEDELL
Forest Supervisor
Apache-Sitgreaves N.F.'s
Department of Agriculture

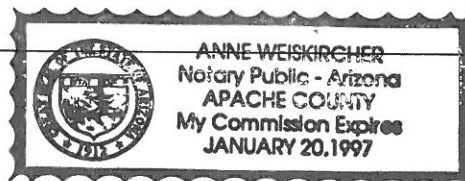
STATE OF ARIZONA)
) ss.
COUNTY OF APACHE)

The foregoing instrument was acknowledged before me this 5th day of August, 1996, by JOHN C. BEDELL, known to me to be the Forest Supervisor, Apache-Sitgreaves N.F., Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.



Notary Public

My commission expires: _____




In compliance with the conditions set forth in the foregoing deed, the Navajo County Board of Supervisors, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

NAVAJO COUNTY BOARD OF SUPERVISORS

By  _____

STATE OF ARIZONA)
) SS
COUNTY OF NAVAJO)

The foregoing instrument was acknowledged before me this 9th day of September, 1996, by Percy Deal known to me to be the Chairman, who being by me duly sworn states that he signed said instrument on behalf of the APACHE COUNTY BOARD OF SUPERVISORS, under authority duly given, and he executed same as the free act and deed for consideration and purposes therein contained.

 _____
Notary Public

My commission expires: 10-6-97.

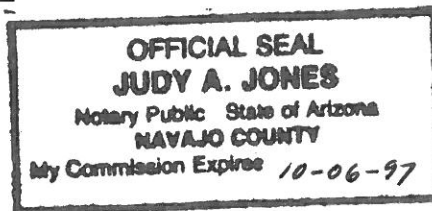


EXHIBIT "A"

LEGAL DESCRIPTION

F.D.R. 212 and 212 A

A 100.00 foot wide strip of land located in Section 1, Township 11 North, Range 15½ East of the Gila and Salt River Meridian, Navajo County, Arizona. Which lies 50.00 feet each side of the following described centerline:

Commencing at a U.S.B.P.R. Brass Cap marked 2050+70.33, EL. 7104.74, 1956 as shown on the U.S. Dept. of Commerce Bureau of Public Roads, as Constructed Plans for F.H. 12-K5 sheet 13 of 37 dated November 1958 which lies 100.00 feet northwesterly of the centerline of Arizona State Route 260;

Thence: N50°32'46"W normal to said centerline 100.00 feet to a point on the northwesterly right-of-way line of said Route 260;

Thence: N39°27'14"E (N39°44'E record per U.S.B.P.R.) along said right-of-way, 249.56 feet to the BEGINNING of the centerline of this legal description;

Thence: N83°46'52"W, 64.60 feet;

Thence: S84°31'59"W, 110.00 feet;

Thence: S73°47'34"W, 178.00 feet;

Thence: S67°50'15"W, 196.00 feet;

Thence: S56°06'31"W, 535.24 feet to the P.C. of a curve to the right, concave to the N.E. having a radius of 200.00 feet and a central angle of 111°00'23";

Thence: Northwesterly along the arc of said curve, 387.49 feet;

Thence: N12°53'06"W, 110.31 feet;

Thence: N06°16'04"W, 286.00 feet;

Thence: N14°38'50"E, 244.00 feet;

Thence: N21°49'04"E, 547.64 feet;

Thence: N14°50'31"E, 524.74 feet;

Thence: N04°58'24"W, 460.22 feet;

Thence: N47°46'49"E, 194.00 feet to the END of said centerline which lies on the line between
Corners No. 1 and No. 2 of Homestead Entry Survey (H.E.S.) No. 196 from which said
Corner No. 1 being a marked stone bears S57°55'E (BASIS OF BEARING) 367.94 feet.

The sidelines of said easement commence on the northwesterly right-of-way line of Arizona State
Route 260 which bears N39°27'14"E and terminates on the line between Corners No. 1 and No. 2
of H.E.S. 196 which bears S57°55'E.

APEX LAND SURVEYING, INC.
Project No. 96-68



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